



DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

## COUNTY OF LOS ANGELES

### FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

March 01, 2016

30 March 1, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

  
LORI GLASGOW  
EXECUTIVE OFFICER

Dear Supervisors:

### **APPROVAL OF CONTRACT EXTENSIONS FOR HEAVY EQUIPMENT MAINTENANCE AND REPAIR SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting the Board of Supervisors (Board) to authorize the Fire Chief to extend the term of three existing contracts for Heavy Equipment Maintenance and Repair Services for 12 months, on a month-to-month basis from March 21, 2016, through March 20, 2017. This extension period is required to allow for the completion of the solicitation process to establish new contracts.

#### **IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Approve and delegate authority to the Fire Chief, or his designee, to execute the amendments to extend the term of the three existing contracts (77414, 77415, and 77416) for Heavy Equipment Maintenance and Repair Services on a month-to-month basis not to exceed 12 months at an annual aggregate of \$500,000.
2. Find that these contracts are exempt from the provisions of the California Environmental Quality Act (CEQA).

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended action will authorize the Fire Chief to extend the three existing contracts for an additional 12 months on a month-to-month basis. The existing contracts between the District and Green's OK Tire Inc., Quinn Company, and Wm. Nuss Repair Service Inc., will expire on March 20, 2016. These services have been obtained from outside vendors for more than two decades. The repair and maintenance requirements are beyond the capability of District personnel. Vendors provide specialized repair services, factory-authorized repair services and parts, and fabrication of unique parts for the District's heavy equipment. These services are necessary to ensure all resources are available for emergency response at all times.

## **Implementation of Strategic Plan Goals**

The recommended action is consistent with County's Strategic Plan Goal 1: Operational Effectiveness/Fiscal Sustainability, by ensuring the District provides support to its firefighters and fulfills its responsibility to protect the public.

## **FISCAL IMPACT/FINANCING**

The cost of the contract extensions will not exceed an annual aggregate of \$500,000. Sufficient funding is available in the District's Fiscal Year 2015-16 Budget and will be included in the Fiscal Year 2016-17 Budget. There is no impact to net County cost.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The District's heavy equipment fleet is used to transport potable water, provide brush clearance services and fire roadway clearance for an increased number of prescribed burns. The recommended actions will enable the District to continue the use of Green's OK Tire Inc., Quinn Company, and Wm. Nuss Repair Service Inc., to provide heavy equipment maintenance and repair services. All pricing rates, terms, and conditions of the contract will remain the same and in full force and effect.

The attached amendment has been approved as to form by County Counsel.

## **CONTRACTING PROCESS**

The existing contracts for Heavy Equipment Maintenance and Repair Services were approved by your Board on September 21, 2010, with a final expiration date of March 20, 2016, after all possible extensions have been exercised. Approval of the recommended actions will allow time for the District to complete a new solicitation and establish new contracts.

The District's Contract Section is currently developing a new solicitation to establish contracts, to replace the contracts, and anticipate these new contracts to be in place no later than March 2017. The three contracts being extended contain a Termination for Convenience clause; as soon as the new contracts are in place, the current contracts will be terminated by notice of termination no less than 30 days after the notice is sent.

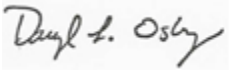
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this recommendation will allow the District the ability to provide support to its firefighters and fulfill its responsibility to protect the public.

**CONCLUSION**

Upon approval by your Board, the District requests the Executive Office of the Board to notify the District's Contract Administrator, Lucy Guadiana, at (323) 838-2275, when the documents become available.

Respectfully submitted,

A handwritten signature in cursive script, reading "Daryl L. Osby".

DARYL L. OSBY  
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:mal

Enclosures

c: Chief Executive Officer  
Executive Officer, Board of Supervisors  
County Counsel

**AMENDMENT NUMBER 4**  
**HEAVY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**  
**CONTRACT NUMBER XXXXX**

This Amendment is made and entered by and between the Consolidated Fire Protection District of Los Angeles County (hereafter "District") and Contractor's Name (hereafter "Contractor").

WHEREAS, on September 21, 2010, the District and the Contractor entered into Contract #XXXXX to provide Heavy Equipment Maintenance and Repair Services on an intermittent and temporary basis; and

WHEREAS, the Board of Supervisors (Board) approved this Contract at an annual Contract Sum of \$500,000 and current annual Contract Sum remains at \$500,000 if exercised in its entirety; and

WHEREAS, the Board approved this Contract with an initial three-year term, two additional one-year periods, and six month-to-month extensions, with a final expiration date of March 20, 2016, after all possible extensions have been exercised; and

WHEREAS, the District reserved the right to amend the Contract for any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, pursuant to Paragraph 8.0 Standard Terms and Conditions, Sub-paragraph 8.1 Amendments and on September 21, 2010, the Board has delegated authority to the Fire Chief or authorized designee to execute this amendment; and

WHEREAS, on April 22, 2013, the County revised the Background and Security Investigations language and such language must be revised for all contract documents; and

WHEREAS, on June 25, 2013, the County revised the Indemnification language and such language must be revised for all contract documents; and

WHEREAS, the District and the Contractor hereby agree to this Amendment Number 4 to Contract #XXXXX to extend the terms of said Contract for a maximum of an additional 12 months, on a month-to-month basis at the District's sole discretion, with the maximum possible Contract end date revised to March 20, 2017.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them does agree that Contract #XXXXXX is amended as follows

1. Paragraph 4.4 – is added as follows:

**4.4** The District shall have the sole option to extend the Contract term for up to 12 months on a month-to-month basis, beginning in March 2016. Each such optional extension shall be exercised at the sole discretion of the District. The 12 month-to-month extensions, if granted, shall begin on March 21, 2016, and terminate no later than March 20, 2017.

2. Paragraph 5.1.1 is added as follow:

**5.1** The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by the District to the Contractor for provision of the Services specified herein in accordance with Exhibit B – Statement of Hourly Rates, Costs and Fixed Fees, and shall not exceed a maximum total of \$500,000 for the period March 21, 2016 through March 20, 2017.

3. Sub-paragraph 5.7 Cost of Living Adjustments (COLA's) is deleted in its entirety.
4. Paragraph 7.0 – Administration of Contract, Sub-paragraph 7.3 – Background and Security Investigations, is deleted in its entirety and replaced as follows:

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.3 Background and Security Investigations**

7.3.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of the District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor,

regardless if the member of Contractor's staff passes or fails the background investigation.

7.3.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.3.3 District, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.3.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.3 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

5. Paragraph 8.0 Standard Terms and Conditions, Sub-paragraph 8.23 Indemnification is deleted in its entirety and replaced as follows:

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.23 Indemnification**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("District Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the District Indemnitees.

6. RATIFICATION

All other terms, conditions, covenants and promises of the Contract not affected by this Amendment Number 4, shall remain in full force and effect and hereby reaffirmed.

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IN WITNESS WHEREOF, the District and the Contractor have executed this Amendment Number 4, as of the day, month, and year first above written.

CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY

By: \_\_\_\_\_

Name: Lucy Guadiana

Title: Contract Administrator

Date: \_\_\_\_\_

CONTRACTOR'S NAME

By: \_\_\_\_\_

Authorized Signature

Name: \_\_\_\_\_

Print

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_

Scott Kuhn  
Principal Deputy County Counsel